



**Illinois
Central
Gulf**

An **IC Industries** Company

Sandor A. Loevy
Assistant Vice President
Treasurer

**Illinois Central
Gulf Railroad**
Two Illinois Center
233 North Michigan Avenue
Chicago, IL 60601-5799
(312) 565 1600

March 20, 1987

RECORDATION NO. *6630-2*

7-096 AU 41

APR 6 1987 1-30 PM

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

APR 6 1987

Fee \$ *10.00*

ICC Washington, D.C.

Dear Ms. McGee:

Pursuant to the provisions of 49 U.S.C. Section 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording a number of counterparts of an Amendment (Seventh Supplemental Equipment Trust Agreement providing for the deletion and substitution of Equipment) of Illinois Central Gulf Railroad Equipment Trust Agreement, Series 65. This document is a secondary document dated as of March 12, 1987. The primary document to which this is connected was recorded under Recordation No. 6630 on June 15, 1972.

A check payable to the order of the Interstate Commerce Commission for the \$10.00 recording fee applicable to this filing is enclosed herewith.

The names and addresses of the parties to the document are as follows:

Trustee and Lessor:

Manufacturers Hanover Trust Company
600 Fifth Avenue
New York, New York 10020

Lessee:

Illinois Central Gulf Railroad Company
233 North Michigan Avenue
Chicago, Illinois 60601

MOTOR OPERATING UNIT

APR 6 1 26 PM '87

100-41110-01

A description of the equipment added to the Equipment Trust Agreement by this Amendment follows:

Two (2) SD-20 Locomotives, Numbered ICG 2000 and ICG 2010 and One (1) 83-ton Open Hopper Car Numbered ICG 340400.

A short summary of the document to appear in the index follows:

Seventh Supplemental Equipment Trust Agreement dated as of March 12, 1987, amending an Equipment Trust Agreement dated as of June 15, 1972, with Recordation No. 6630, providing for the substitution of two (2) SD-20 Locomotives and one (1) 83-ton Open Hopper Car.

*A Counterparty Copying for 11 Documents
L. L. Walker, Director*

It is respectfully requested that all counterparts not needed for the Commission's files be returned to the bearer of this letter with the Commission's recordation stamp shown thereon.

Very truly yours,

Sander A. Levy

Interstate Commerce Commission

Washington, D.C. 20423

4/7/87

OFFICE OF THE SECRETARY

Sandor A. Loevy
Assistant Vice President
Treasurer
Illinois Central Gulf Railroad
233 North Michigan Ave.
Chicago, Illinois 60601

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/6/87 at 1:30pm, and assigned recordation number(s) - 6630-I, 7140-K, 7229-G, 7486-K, 7663-C, 7730-F

8557-E

8790-E

9037-E

9286-E

12998-B

Sincerely yours,

Norata K. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO 6630 Filed & Recorded

APR 6 1987 1-3 0 PM

INTERSTATE COMMERCE COMMISSION

SEVENTH

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT

Dated as of March 12, 1987

to

ILLINOIS CENTRAL GULF RAILROAD
EQUIPMENT TRUST AGREEMENT, SERIES 65
DATED AS OF JUNE 15, 1972

MANUFACTURERS HANOVER TRUST COMPANY, TRUSTEE

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of March 12, 1987, by and between MANUFACTURERS HANOVER TRUST COMPANY, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), as successor to Morgan Guaranty Trust Company of New York (hereinafter called the Predecessor Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor to Illinois Central Railroad Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company):

WHEREAS, in accordance with the provisions of a certain Equipment Trust Agreement, dated as of June 15, 1972, by and between the Predecessor Trustee and the Company (hereinafter called the Agreement), certain Railroad equipment (hereinafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and the Trust Equipment is leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Agreement constitutes Illinois Central Gulf Equipment Trust, Series 65; and

WHEREAS, said Agreement provides that sums paid to the Trustee (a) under the third full paragraph of Section 3.4 of Article III of the Agreement, together with any deposited cash then held (b) under the second full paragraph of Section 4.9 of Article IV of the Agreement and (c) under the first full paragraph of Section 4.7 of Article IV of the Agreement shall be applied by the Trustee to the Purchase of other railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional railroad equipment (hereinafter called Additional Trust Equipment), approved by the Company as to its qualification as substitute Equipment, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained, this Supplemental Equipment Trust Agreement WITNESSETH as follows:

ARTICLE I

The Company does hereby cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee for the owners of Illinois Central Gulf Equipment Trust Certificates, Series 65, the Additional Trust Equipment described in ARTICLE II hereof. The Company will deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 3.1 of ARTICLE III of the said Agreement.

ARTICLE II

The Trustee, acting in pursuance of the aforesaid Agreement, has let and leased and does hereby let and lease to the Company the following Additional Trust Equipment (first put into service after *see below) of Illinois Central Gulf Equipment Trust, Series 65, to wit:

<u>Unit Number</u>	<u>Description</u>		<u>Present Fair Value</u>
ICG 2000	SD-20 Locomotive	*August, 1979	\$ 368,186
ICG 2010	SD-20 Locomotive	*February, 1980	376,652
ICG 340400	83-ton Open Hopper Car	*March, 1980	24,967

Total: 3 Units

ARTICLE III

The equipment described in ARTICLE II replaces, in whole or in part, certain railroad equipment originally let and leased under the Agreement, which has been destroyed. Such destroyed equipment includes in addition to that which has previously been deleted from the Trust, the cars set out in Schedule A, attached hereto.

ARTICLE IV

The Trustee and the Company covenant and agree that the lease of the Additional Trust Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of the said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said Lease.

ARTICLE V

The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE VI

This Agreement may be simultaneously executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

MANUFACTURERS HANOVER TRUST COMPANY

Title: _____


Vice President

ATTEST:


Assistant Secretary

ILLINOIS CENTRAL GULF RAILROAD COMPANY

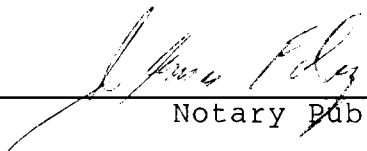

Treasurer

ATTEST:


Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 3rd day of April 1987, before me personally appeared F. J. Grippo, to me personally known, says that he is a Vice President of Manufacturers Hanover Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



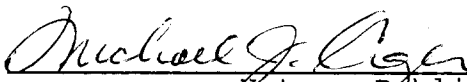
Notary Public

My commission expires:

JAMES FOLEY
Notary Public, State of New York
No. 31-6348400
Qualified in New York County
Commission Expires August 31, 1988

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 12th day of March, 1987, before me personally appeared SANDOR A. LOEVY, to me personally known, says that he is Treasurer of Illinois Central Gulf Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My commission expires: 1/27/90

ILLINOIS CENTRAL GULF RAILROAD EQUIPMENT TRUST, SERIES 65
CARS TO BE DELETED FROM TRUST

SCHEDULE A

<u>Unit Number</u>	<u>Description</u>
765301	100-ton Covered Hopper
765439	100-ton Covered Hopper
245000	100-ton Gondola
245004	100-ton Gondola
245006	100-ton Gondola
245013	100-ton Gondola
245014	100-ton Gondola
245015	100-ton Gondola
245017	100-ton Gondola
245020	100-ton Gondola
245023	100-ton Gondola
245026	100-ton Gondola
245029	100-ton Gondola
245030	100-ton Gondola
245034	100-ton Gondola
245035	100-ton Gondola
245036	100-ton Gondola
245040	100-ton Gondola
245043	100-ton Gondola
245044	100-ton Gondola
245046	100-ton Gondola
245047	100-ton Gondola
245050	100-ton Gondola
245052	100-ton Gondola
245053	100-ton Gondola
245055	100-ton Gondola
245056	100-ton Gondola
245057	100-ton Gondola
245058	100-ton Gondola
245060	100-ton Gondola
245062	100-ton Gondola
245065	100-ton Gondola
245072	100-ton Gondola
245081	100-ton Gondola
245082	100-ton Gondola
245086	100-ton Gondola
245087	100-ton Gondola
245090	100-ton Gondola
245091	100-ton Gondola
245092	100-ton Gondola
245095	100-ton Gondola
245097	100-ton Gondola
245099	100-ton Gondola
865107	70-ton Woodchip
865113	70-ton Woodchip
865139	70-ton Woodchip
865145	70-ton Woodchip
1428	SW-14 Locomotive